

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

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COPPERWOOD CAPITAL LLC,

Plaintiff,

MEMORANDUM & ORDER
20-CV-1406 (EK) (RER)

-against-

JAG STAFFING AND CONSULTING SERVICES,
INC.,

Defendant.

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ERIC KOMITEE, United States District Judge:

The Court has received Magistrate Judge Ramon E. Reyes, Jr.'s Report and Recommendation (R&R) dated February 10, 2021. ECF No. 11. Judge Reyes recommends that the Court grant Plaintiff's motion for default judgment in part. Specifically, Judge Reyes recommends that judgment be entered on Plaintiff's breach of contract claim for \$314,989 in damages, \$77.67 in per diem prejudgment interest from October 24, 2019 through the date of judgment, \$400 in costs, and post-judgment interest calculated by the Clerk of Court pursuant to 28 U.S.C § 1961. Judge Reyes also recommends that the remainder of the claims be dismissed without prejudice. Neither party has filed objections and the time to do so has expired. Accordingly, the Court reviews the R&R for clear error on the face of the record. See Advisory Comm. Notes to Fed. R. Civ. P. 72(b); accord *Gesualdi*

v. Mack Excavation & Trailer Serv., Inc., No. 09-CV-2502, 2010 WL 985294, at *1 (E.D.N.Y. Mar. 15, 2010). Having reviewed the record, the Court finds no clear error. Accordingly, the Court adopts the R&R in its entirety pursuant to 28 U.S.C. § 636(b)(1).

Therefore, the Court grants Plaintiff's motion for default judgment on Plaintiff's breach of contract claim, denies default judgment on Plaintiff's unjust enrichment and UCC claims, and dismisses those two claims without prejudice. The Plaintiff is awarded \$314,989 in damages, \$77.67 in per diem prejudgment interest from October 24, 2019 through the date of judgment, \$400 in costs, and post-judgment interest calculated by the Clerk of Court pursuant to 28 U.S.C § 1961.

SO ORDERED.

/s Eric Komitee
ERIC KOMITEE
United States District Judge

Dated: March 10, 2021
Brooklyn, New York